

**BERMUDA BAY BEACH CLUB  
RAND & LONDON MONTHLY LEASE AGREEMENT**

10324 Gulf Blvd # 400 Treasure Island FL 33706. Tel (727) 363.0800 / Fax (727) 363.1500 / Email: [whispersresort@cs.com](mailto:whispersresort@cs.com)

IN EXCHANGE for the mutual covenants and valuable consideration herein, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties, and further subject to all terms, conditions and provisions herein, the Lessee and Rental Agent agree as follows:

THIS LEASE AGREEMENT (herein the "Lease") is made and entered as of the "Effective Date" defined herein by and between Rand & London LLC d/b/a BERMUDA BAY, whose mailing address is 10324 Gulf Blvd # 400 Treasure Island FL 33706 (herein the "Rental Agent") and the below named individual(s):

DATE \_\_\_\_\_

1. LESSEE NAME: \_\_\_\_\_

2. LESSEE NAME: \_\_\_\_\_

ADDRESS STREET \_\_\_\_\_:

ADDRESS CITY \_\_\_\_\_ STATE \_\_\_\_\_

ADDRESS COUNTRY: \_\_\_\_\_ ZIP CODE \_\_\_\_\_

HOME TELEPHONE \_\_\_\_\_ CELL #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DRIVERS LICENSE NUMBER \_\_\_\_\_

IN WITNESS WHEREOF, by their signatures below, Rental Agent and Lessee hereby agree to and accept all terms and conditions of this Lease,  
FOR RAND & LONDON RENTAL AGENT:  
Jeffrey Solomon its owner (Printed Signature)

LESSEE 1: Signature \_\_\_\_\_ LESSEE 2: Signature \_\_\_\_\_

Lessee affirms that they 25 years or older. Lessee agrees herewith to abide and be bound by the terms and conditions of this irrevocable Lease agreement and if paying by Credit Card also agrees to be bound to our terms of Credit Card acceptance and usage.

Lessee has agreed to rent a **2 bedroom** Condominium(s) **Unit # \_\_\_\_\_** at Bermuda Bay Beach Club.

Arrival Time: 4:00pm Departure Time 10:00am

A Reservation and Security Deposit of \_\_\_\_\_ is due at time of booking.

Rent Due \_\_\_\_\_ Includes exit cleaning charge and lodging tax. Total Including Deposit of \_\_\_\_\_

**BERMUDA BAY ADDRESS IS – 4201 38<sup>TH</sup> Ave South - St Petersburg - FL 33711.**

**The Unit has a LOCK BOX ON THE FRONT DOOR with the key inside. LOCK BOX CODE for \_\_\_\_ is \_\_\_\_\_**

**There is no formal check in procedure. Please leave it the same way upon departure.**

**The Gate Opener for Bermuda Bay must be picked up at Whispers on arrival and returned to Whispers upon departure.**

**See Directions at the end of this document.**

Reservations are not guaranteed until deposit or payment is received. Unpaid rentals may expire with loss of deposit.

Rent is due 90 days prior to arrival. Receipt of this Lease Agreement and the subsequent payment(s) of deposits or rent

in terms hereof is acknowledgment by the Lessee as being sufficient proof of receipt and acceptance of this Lease

Agreement in its entirety, and thereby constitutes Lessees acceptance of this Lease Agreement. This Agreement is thus

effective upon payment(s) and is not dependent exclusively on a signed copy being executed.

If Lessee did not receive all the pages kindly advise us immediately and we will resend it to you

**Cut Along This Line – Complete and Return This Page To Us Immediately Upon Receipt..**

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**DEFINITIONS.**

"a) LESSEE. As used herein, the term "Lessee" shall mean and refer to: (a) the individuals signing this lease, and (b) all other persons, guests, occupants and/or invitees occupying the Premises during the Term of this Lease with the persons signing this Lease, whether or not such additional persons sign this  
(b) LEASE As used herein, the term "Lease" shall mean and refer: (a) to this written lease agreement; and (b) all addenda and exhibits attached hereto including, without limitation, Addendum No. 1 and (c) all Rules and Regulations prescribed by the Rental Agent from time to time whether herein or as set forth on Rental Agent's website [www.whispersresort.com](http://www.whispersresort.com)

**2. PREMISES RENTED** Rental Agent hereby leases/rents to Lessee and Lessee hereby leases and hires from Rental Agent the single family residence, together with all improvements, furniture, fixtures, equipment, and appliances therein and located at Bermuda Bay Beach Club 4201 38<sup>th</sup> Ave South St Petersburg FL 33711 (hereinafter the "Premises").

**3. TERM.** This Lease shall become binding and effective on Lessee on the date Rental Agent receives Lessee's "Reservation Deposit for the Premises, and the tenancy shall commence on the "Check In Date" mutually agreed and shall terminate on the "Expiration Date" (Check Out) as mutually agreed, unless sooner terminated by Rental Agent as provided herein (hereinafter the "Term"): Bermuda Bay Rentals are for one month and the Lessee shall have access to the property for the rental period paid for and shall be regarded as the Lessee for that month(s)

**4. MONIES DUE.** Lessee shall pay the Reservation Deposit upon reservation of the Premises. The Total Amount Due shall be due and paid in full at least ninety (90) days before the Check In Date, Lessee shall have no rights to occupy, check in or receive keys to the Premises until Rental Agent has received the Total Amount Due.

**5. OCCUPANTS:** The maximum number of persons permitted to occupy the Premises under this Lease is Four (4) persons in a one bedroom condominium. Six (6) persons in a two bedroom condominium. The Premises shall be occupied only by the Lessee named herein and all persons in Lessee's party as agreed to in advance by Rental Agent at the time of reservation and herein. No other persons shall occupy the Premises without the prior express written consent of the Rental Agent. Lessee's breach of this provision shall be an immediate breach and default by Lessee and shall result in immediate eviction and forfeiture of all amounts paid by Lessee.

**6. FORM OF PAYMENT OF RENT AND OTHER PAYMENTS.**

(a) All payments due under this Lease shall be made payable to: Rand & London and shall be delivered to Rental Agent at its address on the first page of this Lease.  
(b) Lessee shall make all payments required under the Lease in current funds by cash, personal check, cashiers check, wire transfer, Visa Card, Master Card Discover Card, or money order. Payment is not considered made until the Rental Agent receives the funds. Lessee acknowledges and agrees that any amount paid by Lessee may be deposited into Rental Agent's general operating and business checking account and may be commingled with other payments to Rental Agent from other rental properties.

**7. RENTAL AGENT CONTACT INFORMATION:** Lessee shall direct all inquiries concerning payments due hereunder and all repairs, maintenance or services for the Premises to: Jeffrey Solomon or Sharda Collard as per Rental Agent's contact information set forth above on the first page of this document.

**8. LEASE BINDING ON ALL OCCUPANTS OF PREMISES.** This Lease is jointly and severally binding upon the Lessee including the individuals signing this lease and all other persons, guests and/or invitees occupying the Premises during the Term of this Lease, whether or not such persons have signed this Lease.

**9 LESSEE'S CONTACT INFORMATION.** Lessee shall keep Rental Agent informed at all times with current personal telephone numbers where Lessee may be reached.

**10. INCORPORATION OF ADDENDUM NO.1 TO LEASE and RENTAL AGENT'S RULES AND REGULATIONS** The Lessee acknowledges, affirms and agrees that certain Addendum No. 1 attached hereto is hereby incorporated herein and made a part of this Lease. Further, all rules, regulations, and provisions prescribed by Rental Agent on its website <http://www.whispersresort.com/>, as may be amended by Rental Agent from time to time (herein the "Rules and Regulations") are incorporated herein and made a part of this Lease, All terms, conditions and provisions of the Addendum No. 1 and Rental Agent's Rules and Regulations are binding upon the Lessee as if set forth verbatim herein.

**11. RETURN / FORFEITURE OF RESERVATION DEPOSIT.** In any event Lessee terminates or cancels their reservation or this Lease within Ninety (90) Days before the Check In Date, such late cancellation shall result in Lessee's forfeiture of the entire Rent and or Reservation Deposit to the Rental Agent as agreed upon liquidated damages, and not as a penalty. In the event Lessee terminates or cancels their reservation Ninety One (91) Days or more before the Check In Date, the Reservation Deposit will be refunded to Lessee within two to three (2-3) weeks from the date of termination of reservation. Additional terms and provisions governing Reservation Deposits and cancellation for inclement weather and travel insurance are set forth in Addendum No. 1 to this Lease. Any cancellation of a reservation for the Premises requires written notice of such cancellation to Rental Agent. Delivery of such written notice of cancellation shall be deemed received by Rental Agent on the later of seven (7) working days after posting In the U.S. Postal Sent or upon the date signed for by Rental Agent (if sent via overnight courier service).

**12. RETURN / FORFEITURE OF SECURITY DEPOSIT.** In the event Lessee complies with Rental Agents Rules and Regulations during and upon check out from the Premises, Rental Agent shall return the Security Deposit on or before two to three weeks after Expiration Date of this Lease. In the event of any damage or additional cleaning is required to the Premises, the Rental Agent shall retain and apply the Security Deposit toward any repairs, maintenance, or additional cleaning required due to Lessee's non-compliance with this Lease.

**13. PETS NOT ALLOWED.** Pets shall be NOT be allowed in or upon the premises. Any violation of this paragraph shall be deemed Lessee's breach and immediate default and shall result in immediate eviction of Lessee and forfeiture of all amounts paid by Lessee.

**14. NOTICES.** All notices shall be sent as follows: (a) If to Rental Agent, in writing to Rental Agents address or Email as set forth on the first page hereof; and (b) if to Lessee, to Lessee at the Premises (if during the Term of this Lease), or to Lessee's other address or Email as specified on the first page of this Lease (if prior to Check In Date or after the Expiration Date). If Lessee is absent from the Premises, a notice to Lessee may be given by leaving a copy of the notice at Premises, and such notice shall be deemed delivered on the day of delivery of such notice to the Premises.

**15. NOTIFICATION OF REPAIRS OR MAINTENANCE:** Lessee shall notify Rental Agent immediately upon knowledge of any maintenance or repairs needed for the Premises.

**16. TELEPHONES: MOVIES: INTERNET.** Rental agent does not supply telephone service. Lessee shall be solely responsible and shall pay for all television / movie orders; and/or additional Internet service charges (other than normal account free usage) incurred during the Term of this Lease.

**17. NO ASSIGNMENT OR SUBLEASE.** Lessee may not assign the Lease or sub-lease all or any part of the Premises without first obtaining the Rental Agent's prior express written approval and consent. Any attempt by Lessee in violation of this paragraph shall be null and void and shall confer no rights upon any attempted assignee or sub-lessee.

**18. KEYS AND LOCKS.** Rental Agent shall furnish Lessee with keys to the Premises when Lessee checks in pursuant to Rental Agents Rules and Regulations No.1. At end of Lease Term, all keys provided to Lessee shall be returned to Rental Agent pursuant to the Rules and Regulations. No keys shall be copied or duplicated in any manner. Lessee is responsible for charges and costs related to any loss of the keys to the Premises.

**19. ACCESS TO THE PREMISES** The Rental Agent and/or any agent of Rental Agent is authorized and may enter the Premises in the following circumstances:

- (a) At any time upon 2 hours advance notice to Lessee for the inspection, protection, or preservation of the Premises; or
- (b) At any time in order to make necessary or repairs, maintenance, or improvements; to supply agreed services; or to show and exhibit the Premises to prospective or actual buyers, prospective lessees and real estate agents; or
- (c) At any time in case of an emergency or in the case of a breach/default by Lessee hereunder

**20. ACCESS BY REALTORS.** Lessee acknowledges and agrees Rental Agent or Rental Agents real estate agent shall have access to the Premises during reasonable hours (8:00 A.M — 7:00 P.M) during the Term hereof for the purposes of showing the Premises to prospective purchasers. Rental Agent shall provide Lessee with reasonable notice (2 hours advance notice shall be deemed reasonable notice hereunder) in the event the Premises is to be shown to a prospective purchaser or lessee.

**21. USE OF THE PREMISES.** Only Lessee (as defined herein) shall have any rights to use and occupy and use the Premises and the facilities of the property during Term. The Premises shall be used for residential purposes and in compliance with: (a) all state, county, municipal laws and ordinances; (b) all rules, regulations, covenants and restrictions of any owner's association applicable to the Premises; and (c) all Rules and Regulations prescribed by the Rental Agent or Owner. Lessee shall absolutely not make any alterations to the Premises. Lessee agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the risk of injury to persons or property. Lessee shall commit no waste upon or about the Premises or allow waste to occur due to Lessee's failure to act, Lessee shall comply with all Rules and Regulations of Rental Agent upon check out. Lessee shall not engage in drug use, provide alcohol to minors, or cause drunk and disorderly conduct on the premises. Lessee shall not barbecue except in designated safe barbecue areas on the property and where Bermuda Bay Beach Club has provided grills for such use.

**22. RISK OF LOSS AND INSURANCE.** Lessee shall be responsible for any and all loss, damage, or injury caused by its own negligence or willful conduct. Lessee's liability insurance (whether homeowner's or otherwise) shall be primary in the event of any loss or damage to property or persons occurring at or about the Premises during the Term of this Lease.

**23. PERSONAL PROPERTY.** BY SIGNING THIS RENTAL AGREEMENT, LESSEE AGREES THAT LESSEE SHALL BE AND IS SOLELY LIABLE FOR ANY AND ALL LOSS, DAMAGE, DESTRUCTION, OR THEFT OF LESSEE'S PERSONAL PROPERTY DURING THE TERM OF THIS LEASE, AND LESSEE SHALL HOLD RENTAL AGENT AND THE OWNER HARMLESS FROM ALL LOSS, DAMAGE OR LIABILITY FOR SUCH PERSONAL PROPERTY. FURTHER, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, THE RENTAL AGENT SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY PERSONAL PROPERTY REMAINING AT THE PREMISES OR ANY STORAGE OR DISPOSITION OF PERSONAL PROPERTY. ALL SUCH PERSONAL PROPERTY MAY BE DISPOSED OF ANY MANNER RENTAL AGENT DEEMS APPROPRIATE, AND REASONABLE CHARGES FOR REMOVAL AND DISPOSAL SHALL BE PAID BY THE LESSEE.

**24. ATTORNEY'S FEES.** In any lawsuit brought to enforce the Lease or under applicable law, the Rental Agent may recover its reasonable court costs and attorney's fees from the Lessee.

**25. VENUE.** The parties to this Agreement agree that the agreement was negotiated and entered into in Pinellas County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Agreement, then venue shall lie exclusively in the Circuit Court in and for Pinellas County, Florida. The Lessee, by their signature(s) agree to and subject themselves to jurisdiction (both personal jurisdiction and subject matter jurisdiction) in the Circuit Court in and for Pinellas County, Florida.

**26. WAIVER OF JURY.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS LEASE AGREEMENTS THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE AGREEMENT.

**27. ENTIRE AGREEMENT** This Lease, together with all addenda, exhibits, and all Rules and Regulations attached hereto or incorporated herein by reference, comprise and represents the final, entire and complete agreement among the parties and supersedes all previous agreements made between the parties relating to its subject matter. There are no prior or contemporaneous written or oral agreements, understandings, undertakings, promises, warranties, guaranties or covenants between the parties, respecting the subject matter hereof, except as expressly provided herein. This Lease may only be modified or amended in writing signed by both Rental Agent and Lessee.

**28. WAIVER OF WARRANTIES.** Rental Agent does not make and has made no representation or warranty, express or implied, concerning the Premises, or any portion thereof, its condition the uses to which it may be put its suitability for any purpose, any environmental matters, or any other thing or matter directly or indirectly related thereto. Lessee is responsible for determining that the condition of the Premises is satisfactory to Lessee prior to signing this Lease. Lessee acknowledges and agrees Lessee is leasing and renting the Premises in its "AS IS" "WHERE IS" condition without requiring any action, expense, or other thing or matter on the part of Rental Agent to be paid or performed. Rental Agent does not make and has made no representation or warranty, express or implied, as to the reliability or accuracy of any information or reports provided to Lessee which are or were produced by a third party, it being expressly understood that verification of the accuracy of such information or reports is the sole responsibility of Lessee.

RENTAL AGENT DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE PREMISES INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.

**29. WALK-THROUGH ON CHECK IN.** Lessee shall perform a walk-through of the Premises at the time Lessee checks in. Lessee is responsible for notifying Rental Agent immediately of any defective equipment or other conditions or matters affecting the Premises.

**30. BINDING AGREEMENT.** This Lease shall be jointly and severally binding upon the Lessee and all persons, family members, guests, invitees, and other persons on or about the Premises with permission of Lessee regardless of whether or not such person has signed this Lease or not. Whenever used the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

**31. DEFAULT/REMEDIES.**

(a) Lessee Breach or Default. In addition to all other remedies available herein or at law or in equity, which remedies are expressly reserved by Rental Agent, if Lessee shall default or breach this Lease for any reason, the Rental Agent shall have the right to immediately terminate the tenancy evict the Lessee (and all of Lessee's party) and take immediate possession of the Premises. In such event, and without waiving any other contractual, legal, or equitable rights or remedies (including the right to seek damages against Lessee), the Lessee agrees that all amounts paid shall be forfeited to the Rental Agent and may be applied toward Lessee's obligations under this Lease (including, without limitation, payment of Rent, Taxes, damages, cleaning, or otherwise).

(b) Rental Agent Default. In the event the Rental Agent breaches this Lease for any reason, except for Lessee's default or breach, then Lessee's sole and exclusive remedy under this Lease is the return of any unearned Rent and Security Deposit as Lessee's sole and exclusive remedy for Rental Agent's breach hereunder. Lessee hereby knowingly, intelligently, and voluntarily waives all rights the Lessee (or anyone claiming by, through, or under Lessee) has to seek damages against Rental Agent or the owner of the Premises

**32. MISCELLANEOUS**

(a) Time is of the essence in all of Lessee's performances due under this Lease.

(b) All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

(c) A facsimile or Email copy of the Lease and any facsimile, printed or Email signatures shall be deemed original signatures and shall be binding upon the party against whom liability is sought for all purposes. All payments received against this lease shall be acknowledgement and be deemed de facto recognition by the Lessee of this Lease, and all the terms and conditions contained herein. Thus any payment received from the Lessee shall carry all the force and effect of the lease as if it had been signed by the Lessee in the event of failure of the Lessee to return a signed copy of the lease to the Rental Agent.

**BERMUDA BAY BEACH CLUB**  
**ADDENDUM No. 1 TO PROPERTY LEASE AGREEMENT**

**1. RENTAL AGENT RULES, REGULATIONS, POLICIES AND PROCEDURE**

The following rules, regulations, policies, and procedures, together with all additional terms, conditions and provisions stated herein ("Rules and Regulations"), are hereby incorporated in by reference and made a part of the Lease for the Premises.

**2. RESERVATION INFORMATION AND CANCELLATION POLICY**

Cancellations must be made in writing at least 91 days prior to arrival. No refunds for cancellations within 90 days of arrival date. No refunds under any circumstances for early departure, no show or change of mind. Lewd and obnoxious behavior, abuse of our rental policy, or our pet policy, our occupancy policy, or drug use may result in termination of rental without refund of monies paid or held in deposit. A refundable Good Faith Deposit is required to cover possible loss or damage to property and to hold your reservation and will be refunded after inspection of the premises and our receipt of the electricity account (for monthly and longer rentals) from the service providers. No refunds of this deposit will be made for cancellations made within 90 days of arrival. WRITTEN NOTICE REQUIRED FOR CANCELLATION AND WRITTEN NOTICE IS REQUIRED TO BE RECEIVED BY RENTAL AGENT PRIOR TO THE TIME SET FORTH IN THE LEASE, TIME BEING OF THE ESSENCE.

Cancellation or early departure due to inclement weather does not warrant any refund of rent or deposit. If a Mandatory Evacuation order is given, refunds will only be given by your Travel Protection policy/agent, but you must have purchased coverage before the storm was identified and/or named IF YOU CHOOSE NOT TO PURCHASE COVERAGE, THERE WILL BE NO REFUNDS.

If Lessee has not checked in by 10 a.m. of the following day (without prior notice to Rental Agent) the Premises may be re-rented and loss and forfeiture of full deposits (all amounts paid by Lessee) will result.

Check-In time is 4 p.m. Check out time is '10 am.  
ANYONE STAYING PAST 10 A.M WILL BE CHARGED FOR THE EXTRA DAY!!

It would greatly help us if you would advise us beforehand if you will be vacating the premises earlier than the 10:00 am standard departure time. Thank you.

**3. ARRIVAL PROCEDURES AND POLICY**

Keys: The condo KEY IS IN A LOCK BOX ON THE FRONT DOOR. No check in required. Arrival anytime after 4:00pm there is a \$50 charge for keys not left in the lock box at departure. A locksmith fee for all lock outs requiring a locksmith.

Upon Arrival please bring any shortcomings to our attention and we will make all reasonable efforts to address them. We strive to make your stay a pleasant one and we do want you to be satisfied. We take reasonable steps to ensure that the standard of cleanliness, appliances and linens, meet acceptable standards.

If a condominium is demised, we may, at our discretion, provide accommodation of an equal or greater value, supply a coupon for a future visit, or refund that portion of rent if lesser accommodation is provided. THIS DOES NOT REMOVE OR REPLACE YOUR OBLIGATION TO PROTECT YOURSELF WITH TRAVEL INSURANCE!

An Exit Cleaning Fee is levied on all rentals. State Tax is mandatory on stays of less than 180 days. In the event that the tax rate changes, or if government imposes any form of levy or surcharge, this will be added to the rent due.

We are not responsible for any damage done to vehicles or personal property.

**4. OCCUPANCY**

All prices reflect (2,4, or 6,) persons or less, as set forth in the Lease. Any additional persons will cost as Rental Agent's website states. It will be considered a breach of contract if extra unpaid, guests are found on the property. Immediate eviction of the entire group can be expected and loss of all monies paid. The Maximum Occupancy is 6 people in a two-bedroom unit and 4 in a one-bedroom unit.. Additional fees for unpaid guests will also be levied and charged as follows: One prorated person fee for each person over the maximum occupancy. A prorated person fee means that if the rent is \$500.00 for a unit that allows for a maximum occupancy of four people, each additional person over the maximum of four persons will be charged a rental fee equal to the rent of \$500.00 divided by 4 people or one fourth of the rental fee i.e. \$125.00 + tax.

A damage deposit of \$300 per unit is required. If no damages are incurred and HOME IS LEFT IN THE ORDER IT WAS FOUND and there have been no other violations of rental policy then deposit will be mailed back within two to three (2-3) weeks after the date of check-out.

Guest(s) agree to be responsible for any damage, theft and misuse, of property. Any defects in the premises should be noted and reported at the time of arrival. We will endeavor to rectify, repair or replace in a timely manner, as may be applicable.

.NOTE: If expenses are incurred to repair damages, replace missing items, pay for extra cleaning or any other violation of rental policy as a result of Lessees stay, we reserve the right to apply the damage deposit to offset expenses.

Mattresses are encased in protective covers for hygiene. Do not remove covers. If any mattresses have been "wet", loss and forfeiture of the entire damage deposit will result.

#### **5. AMENITIES, TV, POOL, PARKING, LAUNDRY, TRASH**

Laundry facilities are available on the property and are card operated. A change machine is in the East Laundry building by the car wash and tennis courts. Laundry Cards are stored value cards. Additional value may be added to a card at the change machine. There is a \$25.00 fee for lost laundry cards.

Bermuda Bay is a gated community. A gate opener (card) and a parking permit are required to gain access and to park. These must be picked up at WHISPERS RESORT BEFORE YOU GO TO BERMUDA BAY. Details are provided at the end of this addendum.

Parking is generally available close to the front of your condominium.

Electrical Utilities are included up to \$50.00 per month on monthly renters. Additional use is at renter's expense.

Central Air-conditioning should be set no lower than about 76 degrees when you are in the unit.

Close all windows when using A/C or Heating. Set Air Conditioner to 85 degrees upon departure

NO SMOKING IS PERMITTED IN THE HOMES. If smoking is realized, loss of full deposit will be the result. Smoking is allowed out doors.

COMMUNITY POOL IS TO BE USED BY REGISTERED GUESTS ONLY! Pool Usage is strictly at renters risk. No lifeguard is present. Children under 14 should be under adult supervision at all times. Swimming in the sea is at the individuals risk at all times.

Sheets towels, and beach towels are provided. Soaps, toilet paper and trash liners are provided upon arrival only. Thereafter you are responsible for providing your own. Separate beach towels are provided for pool and beach use. Do not use bath towels.

If you have Multiple Unit Rentals All utensils, glasses, dinnerware and appliances must remain with the condominium where they belong and should not be mixed up with those of other units.

Please treat all plumbing, furniture and appliances with care and use for the purposes with which it was intended. Electronic equipment may not be moved or removed from premises.

Trash must be emptied into the Dumpster located by the Front Entrance Gate.

TV Channels. A TV Guide can be found on Channel 99.

Local Entertainment, Events and Happenings Guide. The Local St. Petersburg Times Newspaper, publishes a weekly Entertainment Guide every Thursday including movies, music, dining, exhibitions, fairs, markets, sports etc.

Our website has links to electronic online guide Go to the 7Tourist Guide on our website for things to do and for current

events and festivals at . <http://www.whispersresort.com/tg.htm>

Photos Share your wonderful vacation photos with us. Email us your pictures and we may post them on our website along with an acknowledgment to you. See Guest Photos on our website - see [http://www.whispersresort.com/wh\\_pic\\_gallery\\_main.htm](http://www.whispersresort.com/wh_pic_gallery_main.htm)

Comments Share your comments and vacation experiences with us. Email us and we may post them on our website on our Guest Feedback page scroll down the page and see [http://www.whispersresort.com/wh\\_bio.htm](http://www.whispersresort.com/wh_bio.htm)

## **6. OWNERS RIGHTS LESSEES RIGHTS**

Owner is, by Florida law, allowed to enter home at any time if he/she suspects any actions that might breach this contract. Owner may also enter home to check A/C filters and for any other reason necessary to maintain, security and comfort of Lessee, as set forth in the written Lease Agreement.

Holding Harmless Lessee undertakes to hold the owner and his Rental Agents and managers completely harmless for any and all accidents, loss, or damage to person or property, howsoever arising, whether by Act of God, negligence, accident, misrepresentation, implication, or any other cause whatsoever and howsoever such cause arises. The property is rented as is. No warranty or claims are expressed or implied as to the buildings, its grounds, equipment, and to the property overall in terms of its suitability, reliability, functionality, use, purpose, safety, or performance, or otherwise and in any manner or form whatsoever. Rand & London and its agents and owners are not responsible for any consequential damages, loss or injuries howsoever they may arise, from the rental and/or the use of the property, grounds, buildings and equipment on which the rental unit is located, nor for the satisfactory performance of any part of the building, equipment or the grounds upon which it stands.

We will make reasonable efforts to remedy any defects, repairs and deficiencies. If we are unable to do so, and a unit is demised or uninhabitable such as due to storm, flood or fire, a coupon for your stay or the unused portion of your stay may, at our discretion, be issued for future use. THIS DOES NOT REMOVE OR REPLACE YOUR OBLIGATION TO PROTECT YOURSELF WITH TRAVEL INSURANCE!

Lessee agrees that all disputes will be litigated in the State of Florida, in Pinellas County. If any portion of this agreement is ruled against the remainder shall still be applicable. Lessee agrees to bear any and all litigation costs arising from Rental Agents attempts to recover damages resulting from or caused by tenants actions.

Reserved Rights The Rental Agent reserves the right to change the rental terms at its sole discretion with due notification to tenants via posting on our website. And such modifications as may possibly be made from time to time shall be binding on all previous, existing, pending and outstanding rentals. Copies of updated terms of rental are available upon written request.

The Rental Agent reserves the right to change or cancel the assigned condominium if a change of circumstances or scheduling should warrant it. Guests will be assigned a similar or better condo of equal or greater value, or refunded the difference if a lesser accommodation is supplied based on the published rental rates of that unit.

If property is for sale, Lessee must cooperate with the owner or realtor to arrange convenient times to show said property

WE REQUIRE THAT ALL MEMBERS OF GROUP RENTING & STAYING IN THE HOME READ THIS RESERVATION INFORMATION SHEET. CHECK IN SHALL BE DEEMED ACKNOWLEDGMENT BY EVERY PERSON THAT EACH HAS READ AND UNDERSTANDS ALL RULES AND REGULATIONS OF THIS POLICY.

EXCHANGE OF MONEY AUTOMATICALLY CONSTITUTES ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.

## **7. BOATS AND EMERGENCY NUMBERS**

Boats can be docked at Whispers Resort by prior arrangement. There is a fee per each boat. A public boat ramp is located on Gulf Blvd. at 100th Ave just 3 blocks South of Whispers

Telephone Calls. Due to the prevalence of mobile phones telephones will not be provided.

Emergency Number For Fire - Police - Medical - and all Emergency Services Dial 911.

Doctors Calls. There is 24 hours a day medical doctors service directly to your condominium.

For minor medical and pediatric problems call Midnight Medicine Inc. (727) 397-3411

The information provided is strictly as a service and convenience to our guests in the event that they may require medical attention. We do not make any claims or representations as to the suitability or efficacy of this service, the medical practitioners or the medical institutions with whom they work.

We accept no liability or responsibility should you choose to use this medical service and we receive no compensation from anyone for listing this service number herewith.

### **8. TRIP CANCELLATION & MEDICAL INSURANCE:**

We understand that travel arrangements can change unexpectedly. Even the best travel plans may risk delay or cancellation especially those related to the health of you or your travel companion or a family member, from weather, strikes, layoffs, accidents, and various unforeseen "Acts of God". Please protect yourself with TRAVEL INSURANCE. Contact

1. TRAVELEX INSURANCE 1-800-228-9792 and ask for TRAVEL LITE Insurance.

2. TRAVEL GUARD INSURANCE 1-800- 826.4919 <http://www.travelguard.com/>

3. INSURE MY TRIP - a comparison guide website and compare rates of over a dozen Insurance providers <http://www.insuremytrip.com/>.

If you choose not take Travel Insurance you are assuming all the possible travel risks and trip delays yourself.

Protect yourself with travel insurance- The Rental Agent is not liable if you suffer losses or have to cancel your trip.

### **9. CREDIT CARD POLICY**

By signing herewith, I acknowledge and agree to the charges described hereon. Credit Card Payment Terms: Payment in full is to be made when billed or in extended payments in accordance with the standard policy and Terms of Rental of Rand & London (Rental Agent) and their binding Lease Agreement. By signing herewith and / or by supplying their Credit Card information to Rand & London whether telephonically, by facsimile, Email, or by other media, Lessee / Cardholder confirms that they are the authorized signatory and legal user of the referenced Credit Card. Lessee / Cardholder further authorizes Rand & London, to debit the referenced credit card and they agree to be bound by the terms and conditions of Rand & London's Lease Agreement and Credit Card Use and Acceptance Policy. To induce Rand & London to accept Lessee / Cardholders credit card payment Lessee / Cardholder agrees and accepts that there are no refunds for cancellations within 90 days of arrival, early departure or no shows and if Lessee / Cardholder has declined travel insurance then they agree to be liable for any loss associated with delays in arrival, cancellations, early departure and no shows as stated herewith and as per Rand & London's Lease Agreement.

This Credit Card Authorization and the Lease are binding contracts. By signing and / or supplying Rand and London with their credit card information, Lessee / Cardholder agrees to the terms and conditions herewith and to the terms and conditions of rental of Rand & London's Lease Agreement. Failure to separately sign either document does not ameliorate or cancel the other or invalidate the mutual obligations to each other, or negate either in any way. Additional copies of the Lease will be sent to Lessee / Cardholder upon request. No refunds are made for cancellations within 90 days of arrival date. No refunds are made for early departure or partial stay as per the Lease. Cancellations must be made in writing. Lessee / Cardholder agrees to be responsible for payment per this authorization herewith and for any errors and omissions and additional nights that they may extend their stay beyond the original contracted period. Lessee / Cardholder hereby authorize such omissions or additional to be charged to this card. If Lessee / Cardholder chooses to move to another unit they agree that any upgrade fees or cleaning fees such a move may require be charged to this card. Lessee / Cardholder agrees to be responsible for any damage, loss or abuse of the property and that such will be charged to Lessee / Cardholders account. Travel Insurance is recommended. Rand & London its agents and employees are not liable for losses due to late cancellations, Acts of God, demise of the property, weather related cancellations or no shows or for any cause whatsoever. Lessee / Cardholder agrees to be liable for all payments that Rand and London makes to any third party merchant or service provider for bookings or purchases on Lessee / Cardholder's behalf even when such payments may incur fines, penalties, charges, loss, damages, injury, or death. Lessee / Cardholder agrees that Rand & London is not liable for the performance or lack thereof of any third party provider or for any consequential loss, damage, injury or death howsoever arising there from. Foreign funds are converted to US currency at current exchange rates.

A \$50.00 document processing fee is levied to all credit card refunds.

Note: A 3.5% Bank Processing fee is applied to all credit card transactions.

## **10. RULES AND CHECK OUT PROCEDURES**

- . SWEEP SAND FROM ALL FLOORS
  - . RINSE ALL TUBS & SHOWERS FREE FROM SAND
  - . STRIP SHEETS & PILLOW CASES ONLY FROM BEDS AND LEAVE THEM IN A BUNDLE
  - . PUT ALL FURNISHINGS IN ORIGINAL ORDER
  - . ALL DISHES MUST BE CLEAN AND PUT AWAY
  - . COUNTERS AND REFRIGERATOR WIPED CLEAN
  - . GRILL (IF PROVIDED) MUST BE CLEANED
  - . TRASH BAGGED AND PUT IN TRASH CONTAINER OUTSIDE
  - . LEAVE ALL KEYS ON COUNTER IN THE KITCHEN
  - . REMEMBER: IN ORDER TO RECEIVE YOUR FULL DAMAGE DEPOSIT BACK, UNIT MUST BE LEFT IN ORDER THAT YOU FOUND IT.
  - . ANY UNOPENED OR UNUSED FOOD MAY BE LEFT AND WILL BE DONATED.
  - . ANYONE STAYING PAST 10:00 AM, WILL BE CHARGED AN ADDITIONAL DAY
- Under 25 Addendum to Reservation and Property Lease Agreement

### **REGARDING PERSONS UNDER THE AGE OF 25:**

- 1 ABSOLUTELY NO PARTYING, LOUD MUSIC, OR WILD BEHAVIOR ON PROPERTY.
- 2 ABSOLUTELY NO SMOKING INSIDE UNITS
- 3 POOL AND UNIT IS TO BE USED BY REGISTERED PERSONS ONLY. NO GUESTS ARE ALLOWED ON PROPERTY UNLESS IT IS A PARENT AND PREARRANGEMENTS HAVE BEEN MADE.
4. UPON CHECK-OUT, UNIT IS TO BE LEFT IN THE ORDER IT WAS FOUND.
5. EXCHANGE OF MONIES CONSTITUTES AUTOMATIC ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.
6. FAILURE TO COMPLY WITH ANY OF THE CONDITIONS INCLUDED HERE IN SHALL RESULT IN IMMEDIATE EVICTION AND LOSS OF MONIES PAID

All terms, conditions and provisions of this Addendum No. 1 are incorporated into and made a part of the written Lease Agreement for the Premises, and shall be binding upon all persons occupying the Premises.

## **11. DIRECTIONS TO WHISPERS**

Directions From Tampa Airport, St Petersburg Airport and Orlando: Take I-275 South to St. Petersburg and Bradenton. Take the Treasure Island Exit that is the 5th Avenue North off - ramp to 34th Street (US-19).

Continue down 5th Avenue North until you reach a "T" junction and you can go no further.

This is Park Street. Turn Left (South) and go 5 blocks to Central Avenue. (Stay in right hand lane)

At Central Avenue go right (West.) You will cross the causeway and the bridges that connect the St. Petersburg mainland with Treasure Island. Central Avenue becomes 107th Avenue. You will see a "Pirate" sign welcoming you to Treasure Island. There is a drawbridge and a second bridge after that. As soon as you are on the Island take the first turning to the left. Jacqueline's Beauty Spa is on the left. This is 104th Avenue. Take a left into 104th Avenue and you will see Whispers immediately on the left - # 279 104th Avenue – opposite the Car Wash.

## **12. DIRECTIONS TO BERMUDA BAY**

**BEFORE YOU GO TO BERMUDA BAY PICK UP THE GATE OPENER AND PARKING PERMIT AT WHISPERS. SEE PARAGRAPH 15 BELOW.**

Directions From Tampa Airport, St Petersburg Airport and Orlando: Take I-275 South to St. Petersburg and Bradenton Exit at Exit # 6 - 22nd Ave South. Go Right on 22nd Ave South to 34th Street South. Turn Left at the first light (34th St. South which is also called US-19). Take 34th St South to 38th Ave South and Turn Right. Go Straight past the traffic circle. Bermuda Bay is on the Right. Look for the Pink two story buildings with red roofs and a wall with a Bermuda Bay sign on it.

Address 4201 38th Ave South St Petersburg FL 33711

## **13. DIRECTIONS FROM WHISPERS TO BERMUDA BAY**

Exit Whispers and go left (West) one block to Gulf Boulevard 2/10ths of a mile)

- 1: Start out going SOUTHEAST on GULF BLVD / FL-699 toward 119TH AVE W. Continue to follow FL-699. 3.1 miles
- 2: Turn RIGHT onto 75TH AVE / FL-699. 0.1 miles
- 3: Turn LEFT onto GULF BLVD / FL-699 S. 2.4 miles
- 4: Turn LEFT onto PINELLAS BAYWAY RD / 35TH AVE / FL-682 E. Continue with FL-682 E (Portions toll). 3.7 miles
- 5: Turn LEFT onto 34TH ST S / US-19 N. 0.5 miles
- 6: Turn LEFT onto 38TH Ave South. 0.3 miles

At the end of the block on the right hand side is Bermuda Bay Beach Club Condos. Address 4201 38th Ave South St Petersburg FL 33711

**14. FIRST PICK UP THE GATE OPENER. VERY IMPORTANT !!**

Bermuda Bay is a gated community. The Gate Opener to Bermuda Bay is a plain white card. It must be picked up and returned to Whispers on Treasure Island per the directions below. The gate opener is a magnetic "card - key" that will open the gate for vehicles. It is very important that you return the Gate Opener Card to Whispers by 12 noon when you leave for the benefit of the next guest.

In an Emergency: There is a security guard at the front gate who can let in service vehicles and taxis - or you if there is a problem with the Card. There is a call number and a keypad to call the guard if the guard is momentarily away. The Gate Opener Card must be returned to Whispers of Treasure Island no later than NOON on the day of your departure for the use of the next guests. There is a \$25.00 lost card fee.

Failure to return the card on time will result in forfeiture of your security deposit. Call us at (727) 363.0800 if you need help. If we are not available we will call you back at our earliest opportunity.

**15. PICKING UP THE GATE OPENER, PARKING PERMIT AND LAUNDRY CARD**

**GO TO WHISPERS BEFORE YOU GO TO BERMUDA BAY.** Enter Whispers through the front gate. Inside is a Courtyard. At the end of the courtyard is a fountain. On the left hand side attached to the wall next to the laundry room door is a RED MAILBOX mounted on the wall. Inside the mailbox is an envelope with your name on it. The Gate Opener, Parking Permit and Laundry Card will be in the envelope. They are accessible 24 hours a day. Pick up can be at any time after 4:00 pm. Directions and Address for Whispers are above – paragraph 11

**16. THE CONDOMINIUM KEY**

The Key is in a lock box on the front door of your condominium. There is a code number to punch into the lock box to open it and to retrieve the key. Punch in the numbers, push the OPEN button and retrieve the key. At the end of your stay please return the key to the lock box and insure that it is closed. To close the lock box repeat the same process. Punch in the code. Hold the button down. Return the front of the lockbox to the holder. Release the button.

The lockbox code is indicated on the first page of the Lease.

ANY ATTEMPT TO CHANGE THE LOCKBOX CODE WILL RESULT IN A \$300.00 FEE.

Maps and Tourist Information, Maps, Dining Guides, Golf, Tours, Local Events, etc., are all available at our web site - <http://www.whispersresort.com/>

Taxi Service For all your transportation needs call or E-mail Ride Masters at 727-328-8493 to arrange airport pickup. <http://www.ridemasters.com/>

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